

## JOINT POWERS AGREEMENT

### FOR THE COMMUNITY SCHOOL PROGRAM AND FACILITY USE

(Final Draft - School Board Approved 12/9/91)

THIS AGREEMENT, made and entered into this 28th day of January, 1992, by and between the Anoka-Hennepin Independent School District No. 11 (hereinafter called School District and the Municipality of Coon Rapids (hereinafter called the Municipality) who are parties hereto.

#### WITNESSETH:

WHEREAS, pursuant to the authority granted by M.S. 471.59 and M.S. 121.85 to 121.88 (Subd. 1-5), the School District and several municipalities within said district entered into a Joint Powers Agreement on January 28, 1992, to implement a Community School program within the participating communities, in order to provide recreational, educational and social services to the citizens, and

WHEREAS, the School District is committed to provide a basic level of service for a Community School program for all residents of the school district regardless of municipality of residence, which may include, but is not limited to, the delivery and administration of youth, teen, and adult programs, facility use, and school and community involvement, and

WHEREAS, the school district encourages each Municipality to provide supplemental funds for optional services, which may include, but are not limited to, the delivery and administration of increased levels of basic services, summer program, key communicator, and joint use of school and municipal facilities, and

WHEREAS, the parties thereto desire to make certain changes in said previous agreement, and

WHEREAS, the parties agree that all previous Joint Powers Agreements between the municipality and Anoka-Hennepin District #11 for Community Education are superceded by this agreement, and

NOW, THEREFORE, the Community School program, as one part of the District 11 Community Education program, shall be administered by the Community Education department of the school district with all rights and responsibilities pertaining thereto, except as provided within this agreement and any optional service agreements, and

BE IT FURTHER AGREED, by and between the parties as follows:

#### Advisory Committee Responsibilities

- A. The Community School Advisory Committee shall perform an advisory function to the Anoka-Hennepin Community Education Advisory Council. Its major

responsibility shall be, but not limited to, the following :

1. Give direction and recommend policy, to the overall development of the Community School program as it relates to District No. 11.
  2. Recommend an annual budget for community school programs and service levels as part of the districtwide budget setting process.
- B. Meetings shall be as needed, but no less than two times a year, and otherwise as specified in rules and procedures.
- C. The Advisory Committee shall have no taxing power.

#### Community School Advisory Committee Membership

- A. One member shall be appointed by the governing body of each participating municipal governmental unit (Anoka, Coon Rapids, Andover, Champlin, Blaine, Ramsey, Dayton, Brooklyn Park and Ham Lake).
- B. One member each representing Elementary and Secondary Principals.
- C. Additional at-large members as agreed upon by the membership.
- D. The Director of Community Education shall be an Ex Officio member.
- E. The term of members and officers shall be for the calendar year. Members shall be eligible for reappointment. The Advisory Committee shall elect its own officers, in addition, shall adopt its own rules and procedures that are consistent with the terms of the agreement.

#### Budget Development

- A. The Community School budget shall set forth the proposed program of activities to be provided on a districtwide basis, and within each of the participating municipalities and shall be reviewed annually.
- B. The Director of Community Education shall recommend the Community School program budget to the Community School Advisory Committee, which will then make recommendation to the Anoka-Hennepin Community Education Advisory Council. The Advisory Council will incorporate the Community School budget into the overall Community Education budget, and make recommendation to the school board.
- C. The Director of Community Education shall submit, no later than June, the proposed basic services for the following calendar year to each participating municipality along with a proposed agreement for optional services to be purchased by the municipality.
- D. The municipality shall act upon the proposed agreement for optional services for the following year no later than December.
- E. Upon approval of the agreement for optional services, the municipality will be billed for one half of the approved amount payable to the School District in

June, and the final payment shall be billed and payable in January not to exceed the approved amount.

- F. The Director of Community Education shall prepare an annual report, and/or additional reports, as agreed upon with individual municipalities. These reports shall include a summary of programs and services, participation and enrollment data, and other pertinent financial data.

### Rights and Responsibilities

#### A. School District

1. The school district, through the Director of Community Education, or his/her designee, shall administer the Community School program including the basic services and optional services purchased by the municipalities. All personnel under the Community School program shall be considered to be employees of the School District and shall come under the school district's terms and conditions of employment.
2. The school district shall fund 100% of the basic services.
3. The school district shall appoint two principals to the Community School Advisory Committee.

#### B. Municipality

1. The municipality shall fund 100% of the optional services.
2. The municipality shall appoint one representative to the Community School Advisory Committee.
3. Future employment or transfer of a Community School Coordinator or Assistant Coordinator shall be done in consultation with the governmental body within which the school is located and the Building Principal.
4. Specific personnel issues raised by the Municipality should be given to the Community Education Director in writing for resolution within established school district policies and procedures. The Director shall make his/her best effort to bring the issue to resolution with the Municipality.

### School and Park Facilities

- A. Use of school facilities shall be in accordance with the administrative handbook of the School District. Use of municipal facilities shall conform to policies established by each governmental body.
- B. Each governing body shall be responsible for the maintenance and repair of their facilities. The Director of Community Education shall bring to the attention of the appropriate municipal or school official items in need of repair or maintenance and a suggested time when the maintenance might be performed so as not to disrupt programmed activities.

C. The construction of any new facilities shall be the prerogative and responsibility of each governmental body.

D. In order to minimize duplication and thereby reduce costs, the parties are encouraged to enter into supplementary maintenance agreements for each project or facilities jointly used, taking into consideration sharing of staff and equipment, rental of equipment, joint purchase of equipment, etc., for park development and maintenance purposes.

Liability: Each party shall assume sole responsibility for injuries to users by its facilities while the facilities are being used. Each party shall secure proper liability insurance to provide for any such claim.

Length of Agreement and Termination: This agreement shall take effect upon approval by the School District and the participating governmental bodies. It may be terminated as it pertains to any of the parties by providing at least one hundred eighty (180) days written notice to the Community School Advisory Committee. City councils shall review the program annually and may increase or decrease their individual budgets for the Community School program.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day and year first above written.

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11

By

Jan Stolt  
Chairperson

Maureen Galsano  
Clerk

MUNICIPALITY

BY

William J. Thompson  
Mayor

Betty Backes, CMC  
Clerk